



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 05-13-2022

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0211 4072 GSD2100000007 3	Procurement Folder:	834765
Document Name:	Water Treatment and Legionella Testing Services	Reason for Modification:	Change Order No. 2 to memorialize change in vendor information in wvOASIS.
Document Description:	Water Treatment and Legionella Testing Serv		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2021-03-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-03-24

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000204574	Requestor Name:	Robert P Kilpatrick
ARTESIAN LABORATORIES INC 500 LEE ST STE 1130		Requestor Phone:	(304) 558-2002
CHARLESTON WV 25301-3200 US		Requestor Email:	robert.p.kilpatrick@wv.gov
Vendor Contact Phone:	304-343-4763	<div style="font-size: 48pt; font-weight: bold;">22</div> <div style="font-size: 18pt; font-weight: bold;">FILE LOCATION _____</div>	
Extension:			
Discount Details:			
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

6-2-22 Box

Purchasing Division's File Copy

Total Order Amount:	Open End
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ENTERED

PURCHASING DIVISION AUTHORIZATION
 DATE: *Tanya 6/1/2022*
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Gray*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *Beverly Tolson 6-9-2022*
 ELECTRONIC SIGNATURE ON FILE

6/8/2022

Extended Description:

Change Order No.2

Administrative change order issued to memorialize the change in vendor information. Specifically changing the vendor name due to the sale for the original contract provider, Artesian Laboratories Inc., to the buyer, Chem-Aqua, per the attached documents.

System limitations require that this contract be given a new number moving forward, but the original contract including all terms, conditions, prices, specifications and change orders contained therein remain in full force and effect

Contract Document CMA GSD2200000008 will be issued for the following:

Vendor was: Artesian Laboratories Inc.
500 Lee Street, STE 1130
Charleston, WV 25301-3200
FEIN: 550625140
wvOasis No: 000000204574

Vendor now: Chem-Aqua Inc.
2727 Chemsearch Blvd.
Irving, TX 75062
FEIN: 752761907
wvOasis No: VC0000032858

New Procurement Folder: 1044293

NO OTHER CHANGES

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	83101506			EA	50.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 1

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	83101506			EA	0.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 3

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	83101506			EA	115.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 4

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	83101506			EA	275.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 5

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 6

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	83101506			EA	50.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 8

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	83101506			EA	1000.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 11

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	83101506			EA	125.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 17

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 22

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	83101506			EA	200.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 23

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 25

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 36

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	83101506			EA	325.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 37

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	83101506			EA	300.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 55

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	83101506			EA	115.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 84

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	83101506			EA	115.000000
	Service From	Service To			

Commodity Line Description: Monthly Treatment - Bldg. 86

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 3

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 4

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 5

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 6

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 8

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 11

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 17

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 22

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 23

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 25

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 36

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 37

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 55

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 84

Extended Description:
See attached Pricing Pages.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	83101506			EA	100.000000
	Service From	Service To			

Commodity Line Description: Legionella Testing - Bldg. 86

Extended Description:
See attached Pricing Pages.

EXHIBIT 1-A
BILL OF SALE, GENERAL ASSIGNMENT AND ASSUMPTION
AGREEMENT

This Bill of Sale, General Assignment and Assumption Agreement (the “Agreement”), effective as of March 31, 2022, is between **Chem-Aqua, Inc.**, a Texas corporation (“Buyer”), with its principal place of business at 2727 Chemsearch Boulevard, Irving, Texas 75062, and **Artesian Laboratories, Inc.** (“Seller”), with its principal place of business at 500 Lee Street East, Suite 1130, Charleston, WV 25301. Buyer and Seller may be collectively referred to as the “parties” and each may be singularly referred to as a “party”. Capitalized terms not defined in this Agreement have the meanings assigned to them in that certain Asset Purchase Agreement between the parties of even date herewith (the “Asset Purchase Agreement”).

In accordance with the Asset Purchase Agreement, Seller sold substantially all of its assets to Buyer and Buyer agreed to assume certain liabilities of Seller. Seller is executing and delivering this instrument for the purpose of granting, selling, conveying, assigning, transferring and delivering to and vesting in Buyer all of Seller’s right, title and interest in and to the Purchased Assets. Buyer is executing this Agreement for the purpose of assuming the Assumed Liabilities (but not the Retained Liabilities), as expressed in the Asset Purchase Agreement. Nothing in this Agreement, expressed or implied, will exceed or restrict the agreed upon terms of the Asset Purchase Agreement. Therefore, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Seller hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in and unto Buyer, its successors and assigns all rights, title and interest, legal and equitable, in and to all of the Purchased Assets.
2. Without limiting the above, Seller hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in and unto Buyer all of Seller’s rights, title and interest in and to the Assumed Liabilities.
3. This Agreement does not enlarge, replace, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Seller or the Buyer of any liabilities, duties or obligations imposed by the Asset Purchase Agreement, including, without limitation, the representations, warranties and other provisions of the Asset Purchase Agreement.
4. Buyer hereby assumes and agrees to pay, discharge, and perform when lawfully due all of the Assumed Liabilities. Buyer does not assume any of the Retained Liabilities.
5. Nothing in this Agreement, whether expressed or implied, shall be construed to confer upon or give to any person other than Seller and Buyer, their respective successors and assigns, any rights, remedies or claims under or by reason of this Agreement. All of the terms, covenants, conditions, promises and agreements contained in this Agreement are for the sole and exclusive benefit of each of Seller and Buyer.

6. Seller and Buyer agree from time to time, whether on or after the date hereof, each party will execute and deliver such other documents and take such other actions as may reasonably be required to (a) sell and convey more effectively the Purchased Assets from the Seller to Buyer and/or (b) enable Buyer to accept and assume the Assumed Liabilities.

7. This Agreement will be construed and interpreted in accordance with the laws of the State of Texas without regard to its provisions concerning choice of laws or choice of forum.

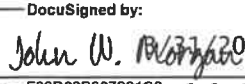
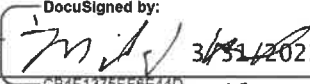
The parties agree to the above terms by signing below:

Buyer:

Seller:

Chem-Aqua, Inc.:

Artesian Laboratories, Inc.:

By: 	DocuSigned by: 3/31/2022 11:35 AM CDT	By: 	DocuSigned by: 3/31/2022 12:57 PM EDT
F68D928807221C8 Mike Howdeshell, Global President		C67F1375EF9E44D John W. Morgan, President	